

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **STANLEY COOK**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

STANLEY COOK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay to the applicant rental arrears in the amount of two thousand seven hundred seventy-five dollars (\$2,775.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not permit more than one person to reside in the rental premises on a continuing basis.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 313, 48 Con Road, Yellowknife, NT shall be terminated on February 28, 2004 and the respondent shall vacate the premises on that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of February 2004.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

STANLEY COOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 12, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant

Date of Decision: February 12, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 31, 2004, but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by permitting more than one person to occupy the rental premises. The applicant sought an order requiring the respondent to pay the alleged rental arrears and to comply with the obligation to not permit more than one person to occupy the premises. The applicant also sought the termination of the tenancy agreement on February 28, 2004 unless the alleged rental arrears were paid in full.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2,775.

The applicant provided a copy of the written tenancy agreement between the parties which contained the following clause:

“There shall be 1 occupants of the leased premises consisting of 1 Adults and ___Children only.”

Section 45 of the *Residential Tenancies Act* sets out limitations on occupants;

“A tenant shall not permit such number of persons to occupy the rental premises on a continuing basis that results in the contravention of health, safety or housing standards required by law or in a breach of the tenancy agreement.”

The applicant testified that the premises consisted of a bachelor apartment and that the respondent permitted three other persons to occupy the premises with him.

I find the ledger in order and find the rent arrears to be \$2,775. I also find the tenant in breach of the tenancy agreement and section 45 of the Act. The provision in the written tenancy agreement is quite reasonable given the size of the premises. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rental arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rental arrears in the amount of \$2,775 and requiring the respondent to comply with his obligation to not permit more than one person to occupy the premises on a continuing basis. The order shall also terminate the tenancy agreement on February 28, 2004 unless the rental arrears are paid in full.

Hal Logsdon
Rental Officer